

GETTING YOUR DREAM JOB

A GUIDE TO JOB SEARCHING,
NEGOTIATIONS, AND CAREER
SATISFACTION

By: Jon Myers, MD

OVERVIEW

Step 1: Self Reflection

Step 2: Timing

Step 3: Pounding the pavement

Step 4: Interviewing

Step 5: Getting what you want

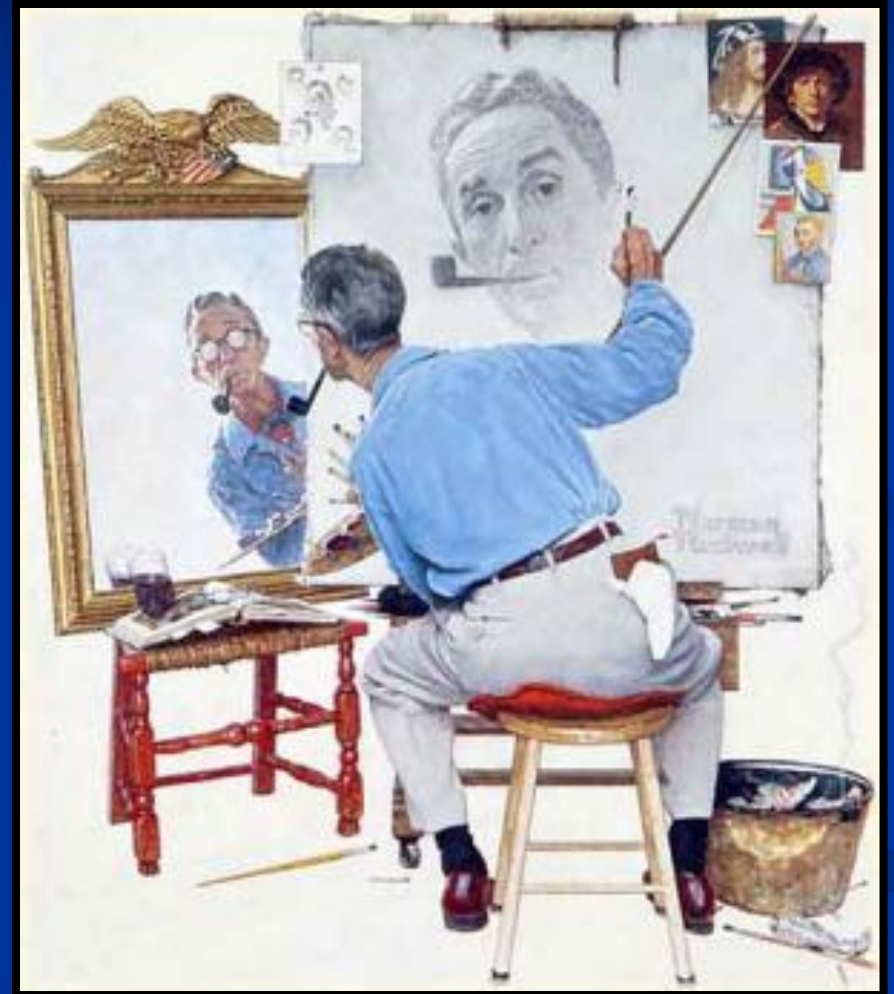
Step 6: Legal Council

Step 7: Sealing the deal

SELF REFLECTION

- Where?
- What?
- When?

Rank according to personal values



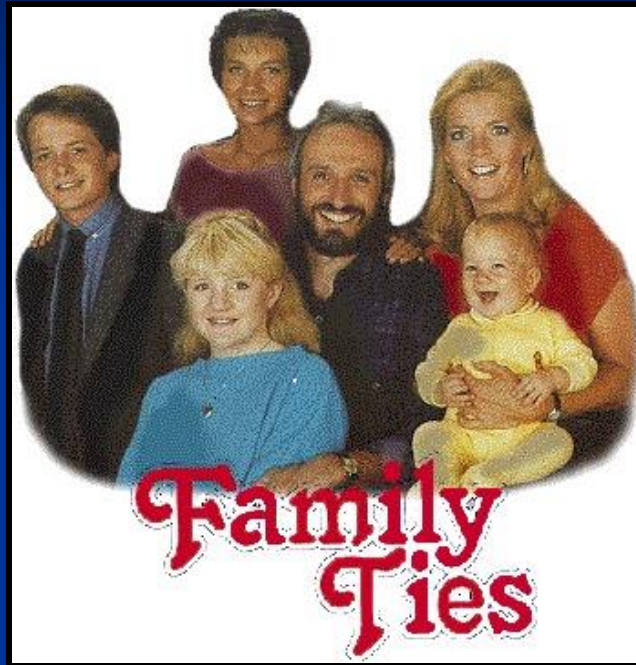
WHERE?

- Does geography matter
- Benefits to focused search
- Trade-off's to focused search



LOCATION CONSIDERATIONS

- Family



$$\text{COL} \propto \frac{1}{\$}$$

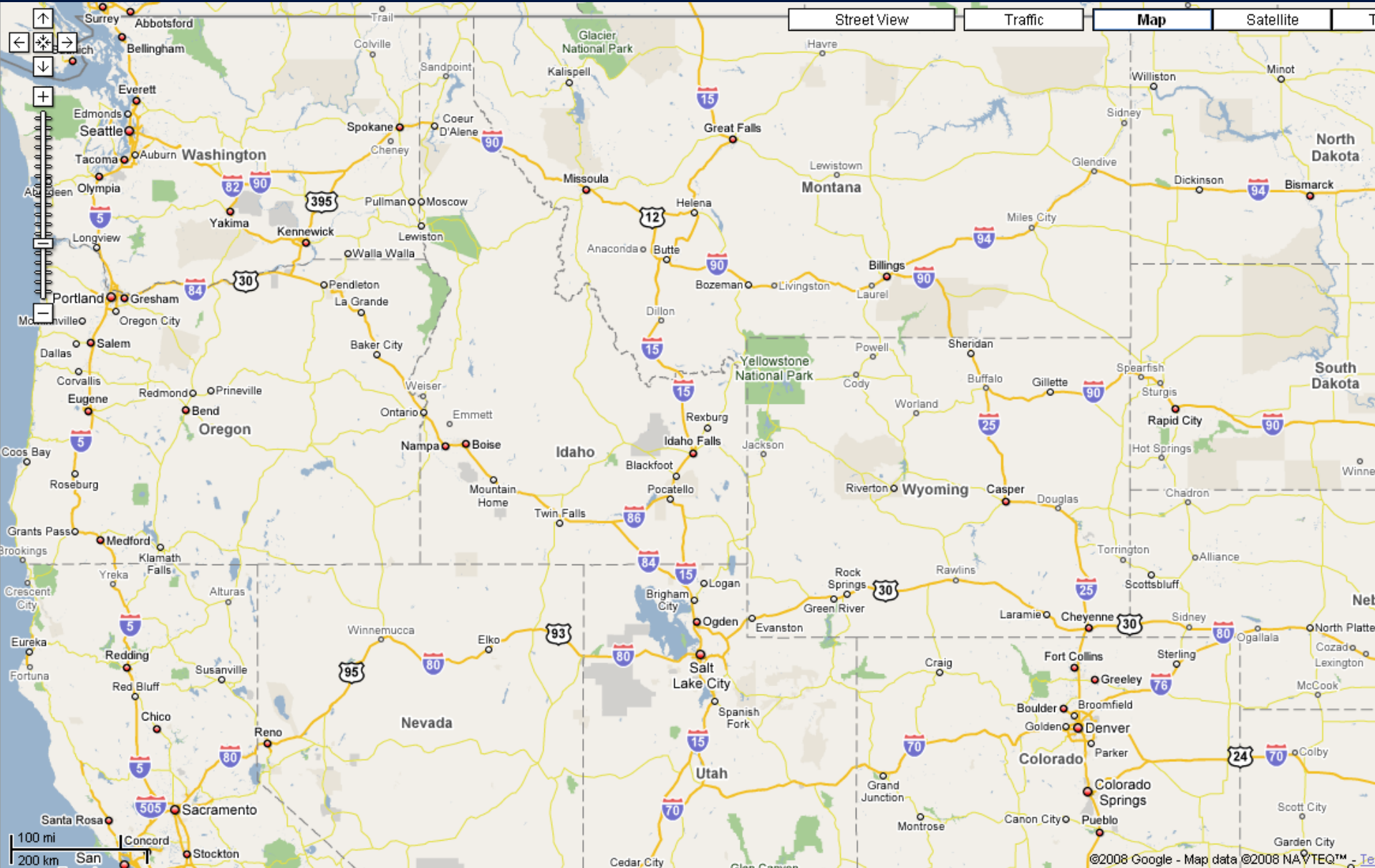
- Geography, climate & cost of living



Location Research

Resources

- <http://www.raconline.org/maps/>
- <http://www.wrcc.dri.edu/precip.html>
- [http://ded.mo.gov/researchandplanning/indicators/cost of living/index.stm](http://ded.mo.gov/researchandplanning/indicators/cost_of_living/index.stm)
- <http://www.ncsl.org/programs/health/shn/2006/471a.jpg>
- [http://www.nytimes.com/ref/business/20070611 GAP GRAPHIC.html#](http://www.nytimes.com/ref/business/20070611_GAP_GRAPHIC.html#)
- <http://www.bestplaces.net/>
- [Google maps](#)



Location Research

Microsoft Excel - Weighted Average

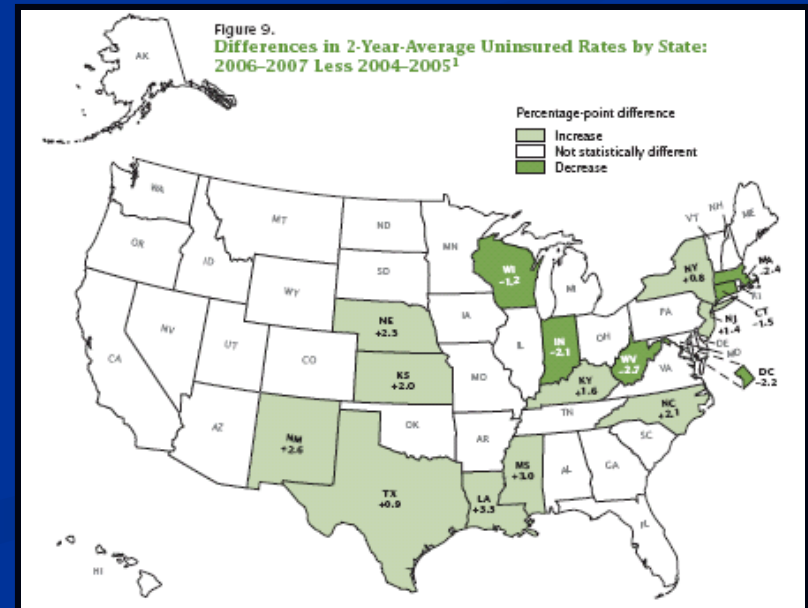
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LOCATION CONSIDERATIONS

Market factors

- Community population
 - <http://www.census.gov>
 - Local economy
 - Consider “catchment” area
- Patient demographics
 - # of individuals with disability
 - # of elderly
 - #/type of athletes
 - # of local universities

$$\text{Pop} \propto \frac{1}{\$}$$



LOCATION CONSIDERATIONS

Payer Population & reimbursement

AVERAGE COMMERCIAL REIMBURSEMENT

(By Region, Consults)

REGION	99241	99242	99243	99244	99245
Middle Atlantic	\$92.50	\$117.10	\$142.30	\$166.50	\$186.80
Mountain	\$103.70	\$133.60	\$154.60	\$176.70	\$182.30
New England	\$75.00	\$109.40	\$140.30	\$173.30	\$182.60
North Central	\$84.90	\$112.50	\$140.10	\$168.90	\$187.60
Pacific	\$95.40	\$121.00	\$146.80	\$170.80	\$194.20
South Central	\$78.40	\$102.60	\$127.80	\$164.30	\$188.30
South East	\$77.60	\$106.10	\$132.10	\$162.50	\$181.30
Average per code (national)	\$86.79	\$114.61	\$140.57	\$169.00	\$186.16
Medicare (national)	\$47.99	\$89.12	\$122.26	\$179.01	\$220.90

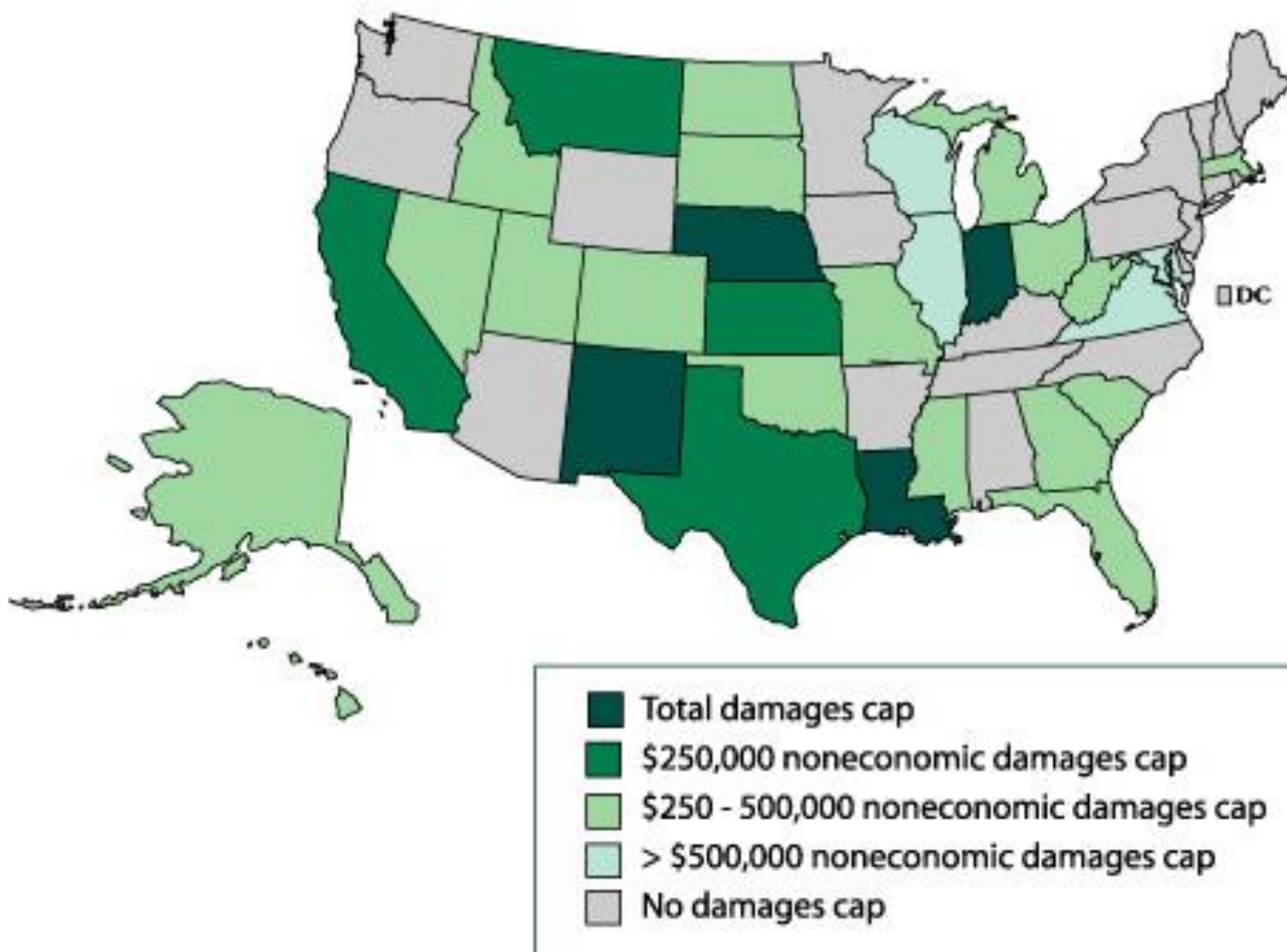
Location Considerations

Payer Population & reimbursement

AVERAGE COMMERCIAL REIMBURSEMENT										
REGION	NEW PATIENT VISITS					EXISTING PATIENTS				
	99201	99202	99203	99204	99205	99211	99212	99213	99214	99215
Middle Atlantic	\$60.90	\$82.60	\$108.00	\$133.40	\$151.10	\$39.90	\$51.30	\$70.80	\$95.00	\$113.80
Mountain	\$67.10	\$91.70	\$120.50	\$145.70	\$153.50	\$36.70	\$57.60	\$77.80	\$102.40	\$116.90
New England	\$53.40	\$80.80	\$116.00	\$145.50	\$155.50	\$37.20	\$53.10	\$76.40	\$106.00	\$122.90
North Central	\$57.30	\$81.50	\$112.00	\$142.10	\$159.40	\$32.90	\$50.10	\$69.10	\$95.90	\$119.10
Pacific	\$63.80	\$84.20	\$113.20	\$142.60	\$158.40	\$40.00	\$56.40	\$76.30	\$99.90	\$116.70
South Central	\$52.80	\$70.90	\$96.20	\$130.30	\$153.90	\$30.20	\$44.00	\$63.40	\$89.10	\$116.00
South East	\$51.40	\$73.40	\$100.70	\$132.60	\$152.70	\$31.70	\$49.60	\$67.90	\$93.20	\$116.10
Average per code (national)	\$58.10	\$80.73	\$109.51	\$138.89	\$154.93	\$35.51	\$51.73	\$71.67	\$97.36	\$117.36
Medicare (national)	\$36.18	\$62.08	\$91.03	\$138.64	\$174.06	\$19.81	\$37.33	\$59.80	\$89.89	\$121.50

numbers-filled spreadsheet in the Tool

Caps on Medical Malpractice Damages Awards, by State

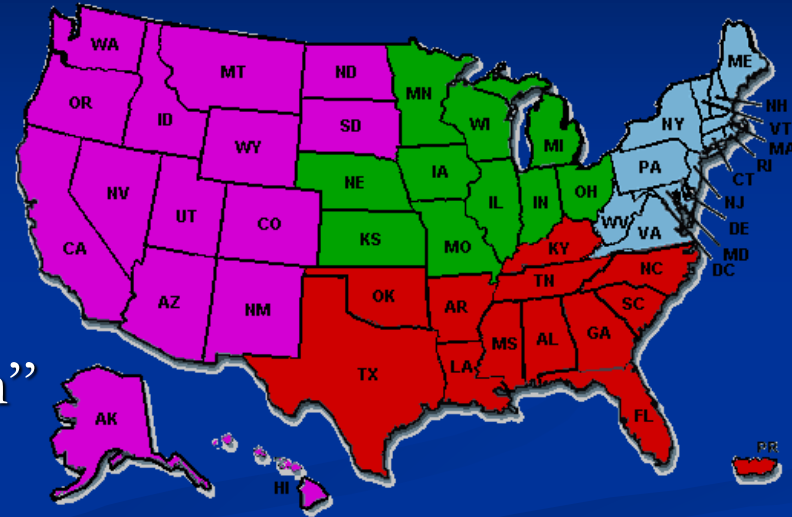


Source: Mello MM. "Medical Malpractice: Impact of the Crisis and Effect of State Tort Reforms." Research Synthesis Report, 2006. Maine and Oregon have caps that only apply in case of wrongful death; Alaska, Florida, Massachusetts and Ohio have caps that increase or can be waived in severe cases.

LOCATION CONSIDERATIONS

Market factors

- **PM&R saturation**
 - www.aapmr.org
 - Click “Find a PM&R Physician”
- **Healthcare Providers**
 - Google search: City + hospital



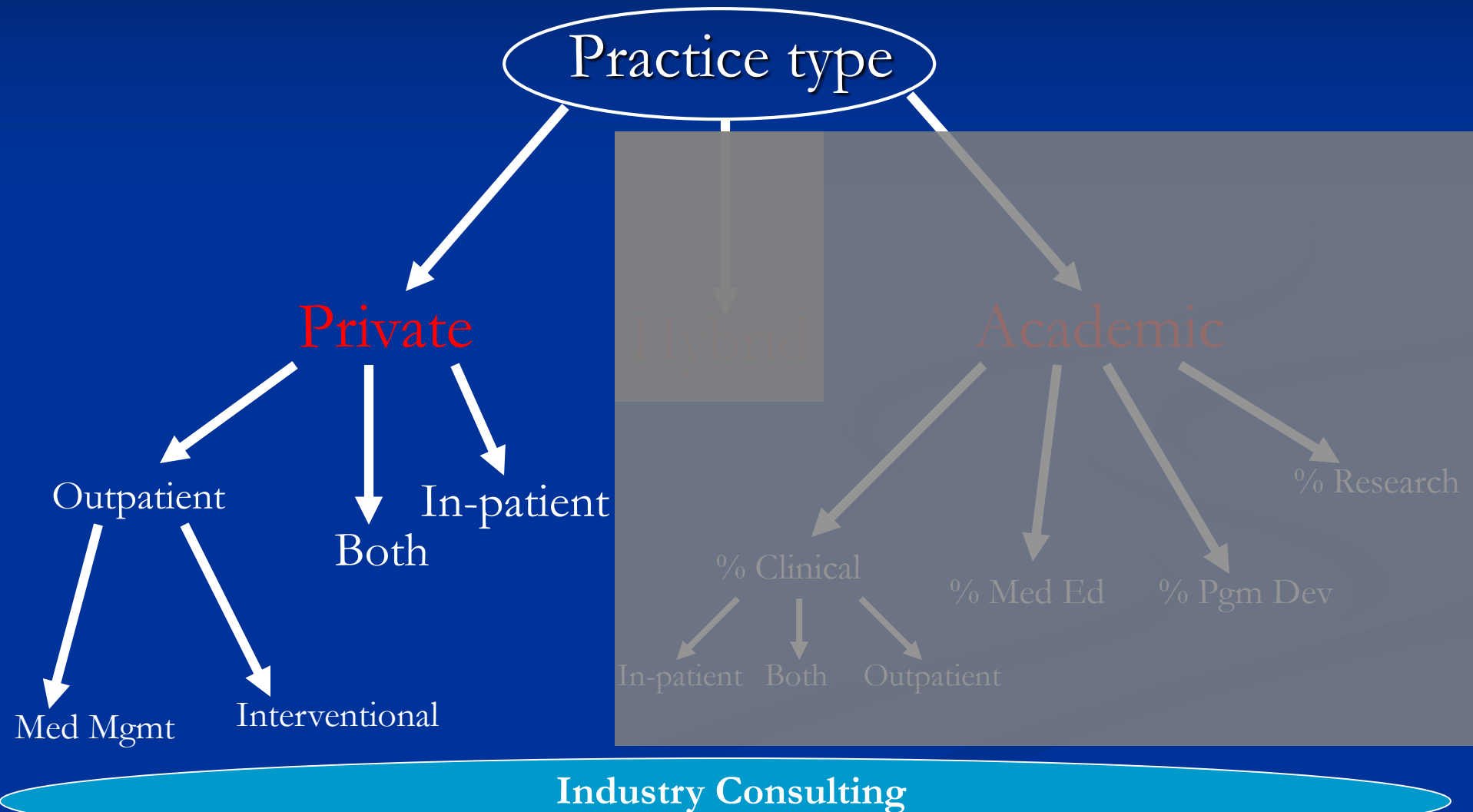
LOCATION CONSIDERATIONS

Academic Hospitals

- Consider both local & remote affiliations
- Density of academic institutions within your search area
- Consider private practice alternatives in case you change your mind later



DETERMINING THE “WHAT”



TIMING

What you want:

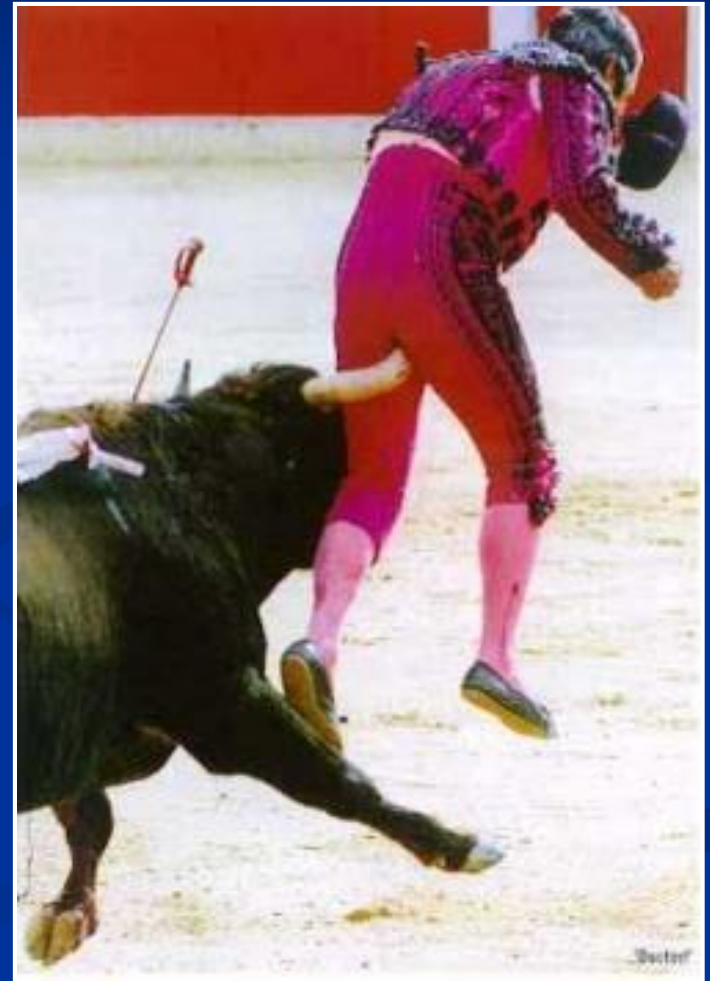
- Ability to schedule a “practice” interview
- An early offer before other applicants apply
- Ability to plan your PGY4 schedule around interviews
- Control over when you interview
- All your offers to come in around the same time

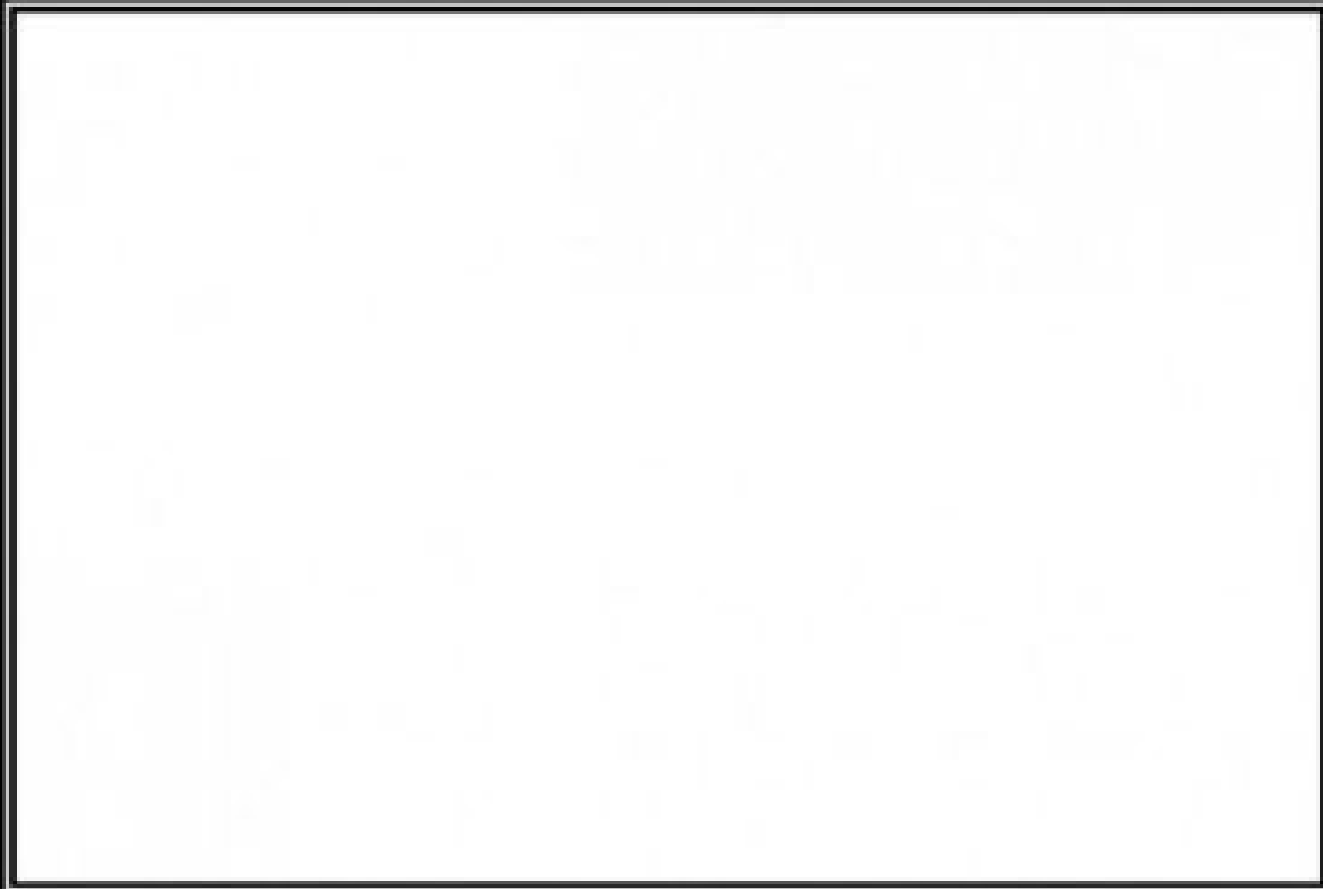


TIMING

What you don't want:

- To operate on the employer's schedule
- First choice first
- To miss important PGY4 rotations
- To compete with other applicants
- Scattered timing of offers





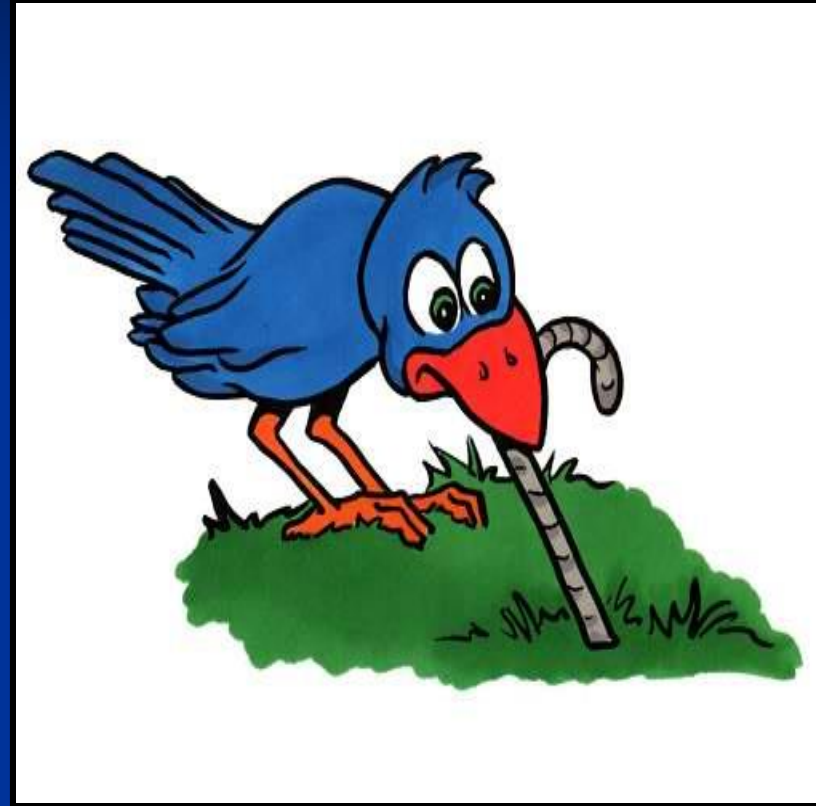
PROCRASTINATION

I'll find a picture for it later.

TIMING

Early is better (usually)

- Establishes networking
- Allows a “mindful approach”
- Helps with planning time off
- Gives head start on competition
- Less stress
- Larger credentialing window
- Permits strategic interview planning and ultimately decision making*



TIMING

Primary Objective: schedule all interviews within a narrow time window (4-6 weeks)



Desired Outcome: Job offers all presented within 2-4 weeks of each other

PEARL #1: STRATEGIC PLANNING

1. Initiate job search in April or May of your PGY3 year

- Place cold calls
- Send CV & cover letters
- Follow up with phone calls within 2 weeks
- Seek interview invitations asap

2. Reply to invitations:

“I did not anticipate getting an interview this early in the process. I do not have any vacation time left this academic year, but come July 1st I will have 3 weeks to use as I wish. I have a rotation in July that I cannot miss, perhaps we could arrange something for August.”



This Accomplishes 4 things:

- Puts you in control
- Allows strategic scheduling
- Gives you time to prepare
- Give you time to cancel if you change your mind

Pounding the Pavement

Job Search

Recruiter

Pros:

- Less work
- Recruiter may have established networks
- Some will negotiate for you
- “Free”

Cons:

- Jobs usually less desirable
- Will lower what you “take home”
- Limits contact with potential employer
- Additional layer of “bureaucracy”
- Miss unadvertised jobs
- They don’t care about you

Self

Pros:

- Your in control
- Increased recruitment incentives for you
- Best jobs are not advertised
- Employers (esp prospective partners) value direct contact

Cons:

- More work
- You (or your attorney) must negotiate



Pounding the Pavement



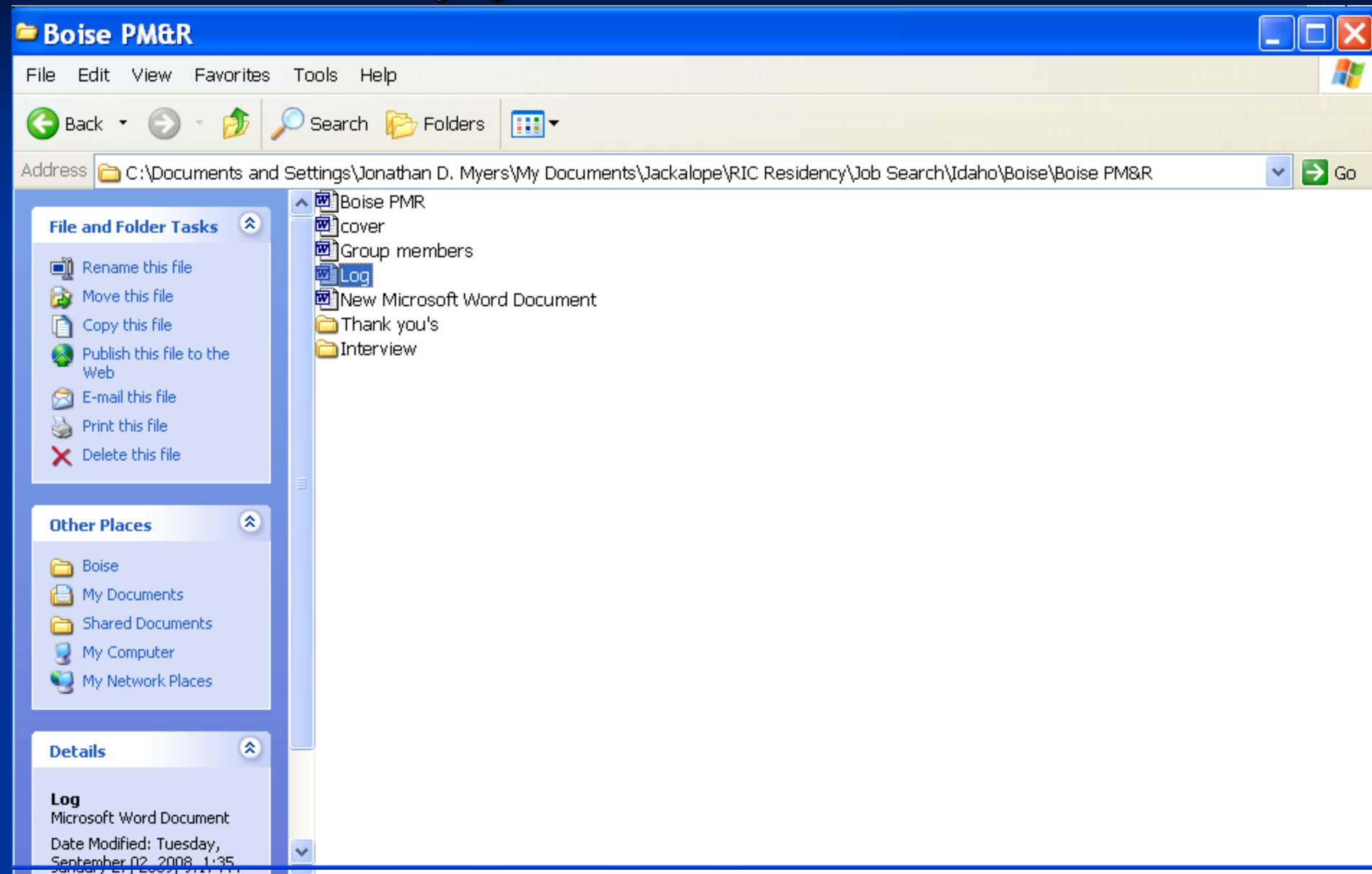
Preparing for First Contact

Pearl#2: Organize Your Search

Create “Job Search” file:



My Job Search File



Keeping your sh*t together



Pearl #3: Log EVERYTHING!!!



Correspondance Log

- Record date, time, mode (phone, voicemail, email, letter) of EVERY correspondence.
- Record questions that come to mind
- Record subjective feelings after each discussion



Correspondence Log

Log

Boise Physical Medicine & Rehabilitation Clinic

1000 N. Curtis Rd. Ste. 202

Boise, Idaho 83706-1346

(208) 377-3435

(208) 377-3147 (FAX)

boisephysicalmed@qwest.net ([lynn kelley](#)—office manager)

- 4/15: Cold called main office at 3:30pm--spoke w/ receptionist Debby & left message
- 4/15: Mailed out CV & cover to Dr. [McMartin](#)
- 4/21: F/u call placed at 3:00pm left message with "Lon"
- 4/21: Received call from Dr. [McMartin](#) in evening—had a VERY positive conversation. Timing seems right to hire me. [LTACs](#) opening. Group is a 50/50 split of inpatient and outpatient. They do have privileges at the Elks. Practice mainly out of 2 locations (other group travels a lot more). Good payer mix. [EMG/Botox/Pumps](#). Non-interventional mindset. Small group. Alluded to bringing Michelle and I out for an interview and offered to connect Michelle w/the renal groups. Also interested to learn more about the day rehab model.
- 4/22: Mailed thank you letter
- 5/14: called office and spoke with Lynn—she told me he brought my CV to their business meeting. She seemed VERY nice and very happy (also very professional). She gave me her email address. I emailed her an email to Dr. [McMartin](#) regarding nephrology contacts.
- 5/20: [Adcox's](#) group would like to interview michelle
- 6/6/08: [McMartin](#) emailed to check in—wants to know if we want to come for a [visit](#)—I told him yes and we'd give him some dates when we get back from our trip
- 7/2: called [McMartin](#) regarding interview---he said he wanted to help pay
- 7/7: I emailed Twin Falls, explained that we'd be interviewing with groups in Boise. I then emailed [McMartin](#) and told him about this and suggested he pay for the return flight. Said I would get back to him once I heard from Twin Falls.
- 7/31: They will pay half of the airfare and put us up from Thursday through Sunday
- 8/4: Called office to speak with Lynne Kelley—she is setting up schedule and will arrange accommodations.
- 8/4: She arranged hotel reservations and is working on an itinerary.
- 8/18 & 19: Interviewed with group. They practice out of an office across the street from St. [Alphonsus](#) medical center. 4 group members. No website. Paper charts in office. Claims filed electronically. They work 4 days/week. Little to no chronic pain. Overhead appears low. Everyone has an office. They do cover some patients at the elks. Census at elks gets up to 10. 30 inpatient beds and 10 [snf](#) beds. Also serve one LTAC. 2 or 3 [emg](#) machines. Lot of carpal tunnel referrals from local hand group. Vic does spasticity, [botox](#), & ITB. Cox does lots of [IMEs](#). [McMartin](#)

The art of the “Cold call”

Step 1:

- Find a quiet place with no distractions (don't call from the hospital you are rotating at)
- Have paper & pen ready to take notes

Step 2:

If calling a group:

- Ask to speak with office/practice manager

If calling hospital:

- Ask to speak with physician recruiter

Step 3:

Introduce yourself:

“Hi, my name is _____ and I am a 3rd year resident in PM&R at the The Univeristy of wherever. I am calling because I am starting my job search early and have a strong desire to practice in _____. I was wondering if your *group/ hospital/ institution* has plans for expanding its *practice/ department*.”

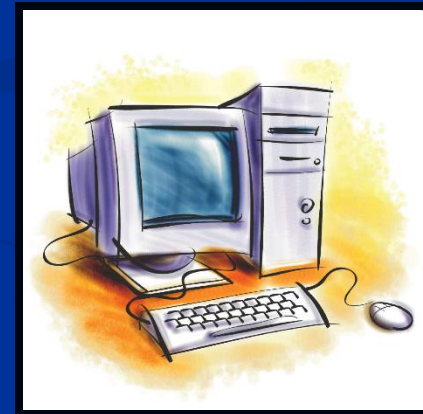
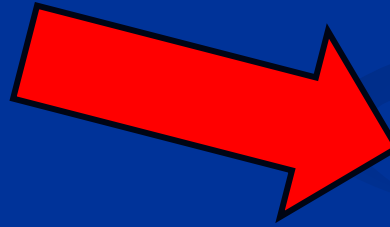
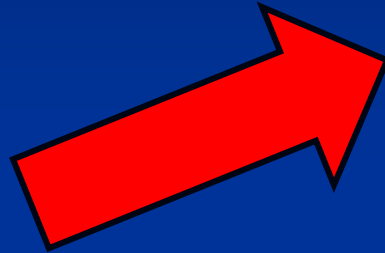
Step 4:

NEVER take “No” for an answer

- Get practice manager's email
- Get the name of at least one group member
- Speak with him/her directly
 - They might actually be hiring
 - Might have other leads for you (This is where networking starts)
 - Might be a future colleague/referral source



After the Call



Send CV & cover letter

April 15, 2008

Cover Letter

Michael R. McMartin, MD
Boise PM&R Clinic
1000 N. Curtis Rd., Suite 202
Boise, ID 83706-1346

Dear Dr. McMartin,

I am currently a third year resident physician in Physical Medicine and Rehabilitation at the Rehabilitation Institute of Chicago. My anticipated graduation date is July 1, 2009. I am seeking private practice opportunities in Idaho and would love to establish myself and family in Boise. I recently spoke with Debbie at your main office who recommended I touch base with you regarding my desire to work in Boise. Thus, I thought I would take a moment to tell you about myself in case your group finds itself in need of another physiatrist in the coming year.

With respect to my professional aspirations, I have a strong desire to establish a true general physiatric practice including management of an inpatient service. My specific areas of interest include neuro-rehabilitation, movement disorders (including deep brain stimulation referral/management), spasticity management (including chemodenervation and baclofen pump referral/management), EMG, amputee care, wound care, and inpatient consultations. I am also competent with management of most pediatric disabilities as well as both general musculoskeletal and chronic pain conditions. From a practice standpoint, I am seeking a group that will offer me flexibility in shaping my practice and opportunities for expanding the group's referral base. Personally, I enjoy the outdoors (camping, hiking, canoeing) and I place great value in my relationships with friends, family, and co-workers.

I realize my solicitation is perhaps a bit premature given my residency graduation date of July 2009. My hope, however, is that should your group find itself in need of an additional physiatrist in the coming 12-18 months, you will keep me in mind. As such, I would greatly appreciate you notifying me of any opportunities for which you think I might be well suited. If you have any time to speak with me in the near future, I would love to learn more about your practice.

Gratefully Yours,

Jonathan D. Myers, MD
Resident Physician (PGY-3)
Rehabilitation Institute of Chicago

Work Address:
Rehabilitation Institute of Chicago
345 E. Superior Street
Chicago, IL 60611
Pager: 312-695-5727
Work email: jmyers@ric.org

Home Address:
4861 N. Winthrop Ave.
Unit 2 South
Chicago, IL 60640.
Phone: 773-944-5332
Cell: 773-209-6092
Personal email: jonmyers1@gmail.com

Who you are and
why your writing

What you like,
what you can do,
and what you want
to do.

Thank you

Interviewing



It was a mistake for Eric to wear a t-shirt to his job interview, and it was a bigger mistake to wear that particular t-shirt.

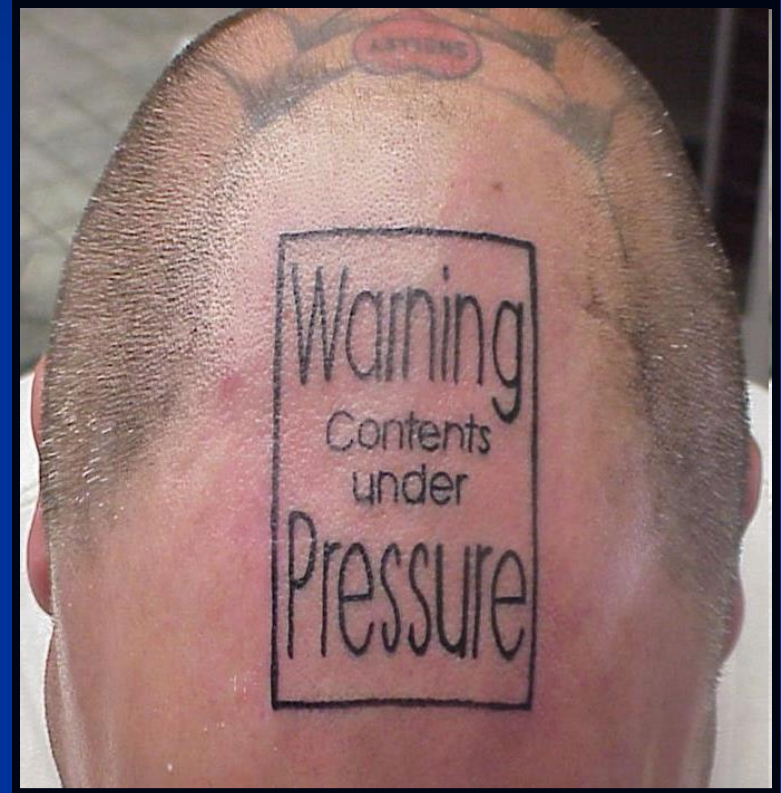
Interview Logistics

- Logistics usually arranged by office manager or hospital recruiter
- Remember to strategically schedule your interviews
- It is customary for the interviewer to pay for travel & lodging (+ spouse)
- Be upfront if you plan to interview with other groups/hospitals in the area
- Academic institutions may have you lecture
- Try to stay a few extra days to explore the city
- Manila envelope technique
- Pack wisely
 - Tec
 - Multiple interview outfits
 - Business casual outfits
 - Stationary and stamps



Mental Preparation

- Research group, hospital(s), University and their competitors as much as possible
- Research the community
- Review question list
- Prepare to deflect and (if necessary) respond to salary inquisitions



Deflecting Salary Inquisitions

Fact: Prospective employers will usually want to discuss salary early. The longer you wait on this issue, the better off you will be.



- “I’m more concerned with the big picture. I think my salary expectations would depend upon both the tangibles and intangibles--such as freedom to shape my own practice, call expectations, lifestyle, benefits and recruitment incentives.”
- “Most of the other groups with whom I’ve interviewed have offered salaries in the range of _____, but I’m more concerned with learning about the intangibles of your practice before we start discussing numbers.”
- “I anticipate something in line with the MGMA median”

Pearl#4: Practice Makes Perfect



Prepare to be forced to give a number



“Based on my training, skill sets, and MGMA data, I would expect a salary offer somewhere in the range of _____ to _____.”

Practice w/friends, spouse and in front of mirror until you can say it with absolute confidence

The Interview

Don't be a Jack-Ass

- Use common sense
- Always dress appropriately (better to be over dressed)
- Come with questions
 - extensive list posted on resident shared
- NEVER be cocky, but don't appear meek
- Don't bring up compensation (let them)
- Let them know your looking elsewhere but avoid specifics
- Only order alcohol if others do first (water is always your safest bet)
- Make a concerted effort to get everyone's name



Post Interview

Journal Immediately

- Be sure to record BOTH facts AND feelings

Thank you letters

- Send asap

Explore the City

- Get tour with local realtor
(ask group)



The Wait

Private Practice Groups



Hospitals & Academic Institutions



Don't be
afraid to
nudge

The Offer



The Offer

- May be verbal at conclusion of interview or later via phone
- May be handed or mailed a contract
 - Immediate offers *may* be a red flag
- Usually presented in a formal letter



What to Expect

Small Private Groups: Risk Adverse



Large Hospitals: More risk tolerant



Bottom Line: You represent risk

What to Expect

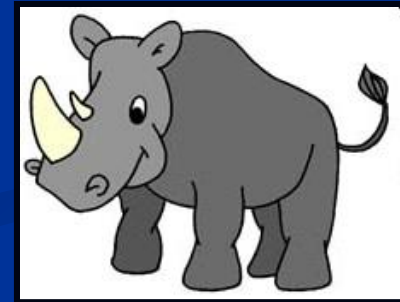
Small Group:

- Lower salary
- Shorter duration of salary guarantee
- More flexibility with time off once you partner
- Initial “employee” status
- 1-3 year track to partnership with buy-in requirement
- Higher future earning potential (once full partner)
- More autonomy once partner



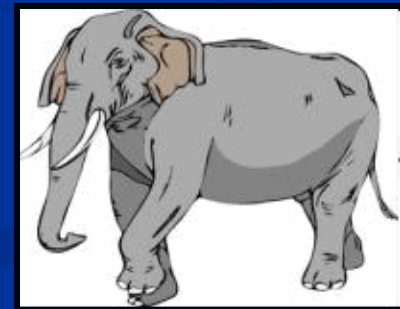
Private Practice Hospital:

- Higher initial salary
- Longer salary guarantee duration
- Permanent employee status
- Less flexibility with time off
- Less autonomy
- More predictable future earning potential



Academic Institution

- Generally lowest salary (not always)
- Generally longest salary guarantees
- Employee status + academic title
- Fair flexibility with time off
- +/- autonomy of practice (depending on institution)
- Lower productivity expectations
- Dedicated research/non-clinical time



Pearl #5: NEVER EVER EVER

Accept the first offer



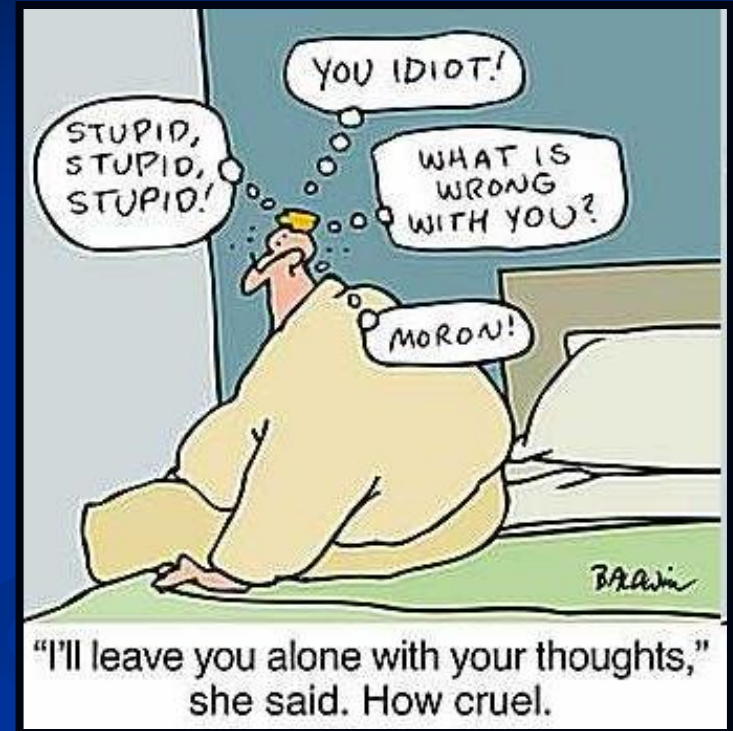
Accepting the first offer:

- Lowers your perceived value
- Sets tone for future conflicts
- Will leave you resentful

Negotiations

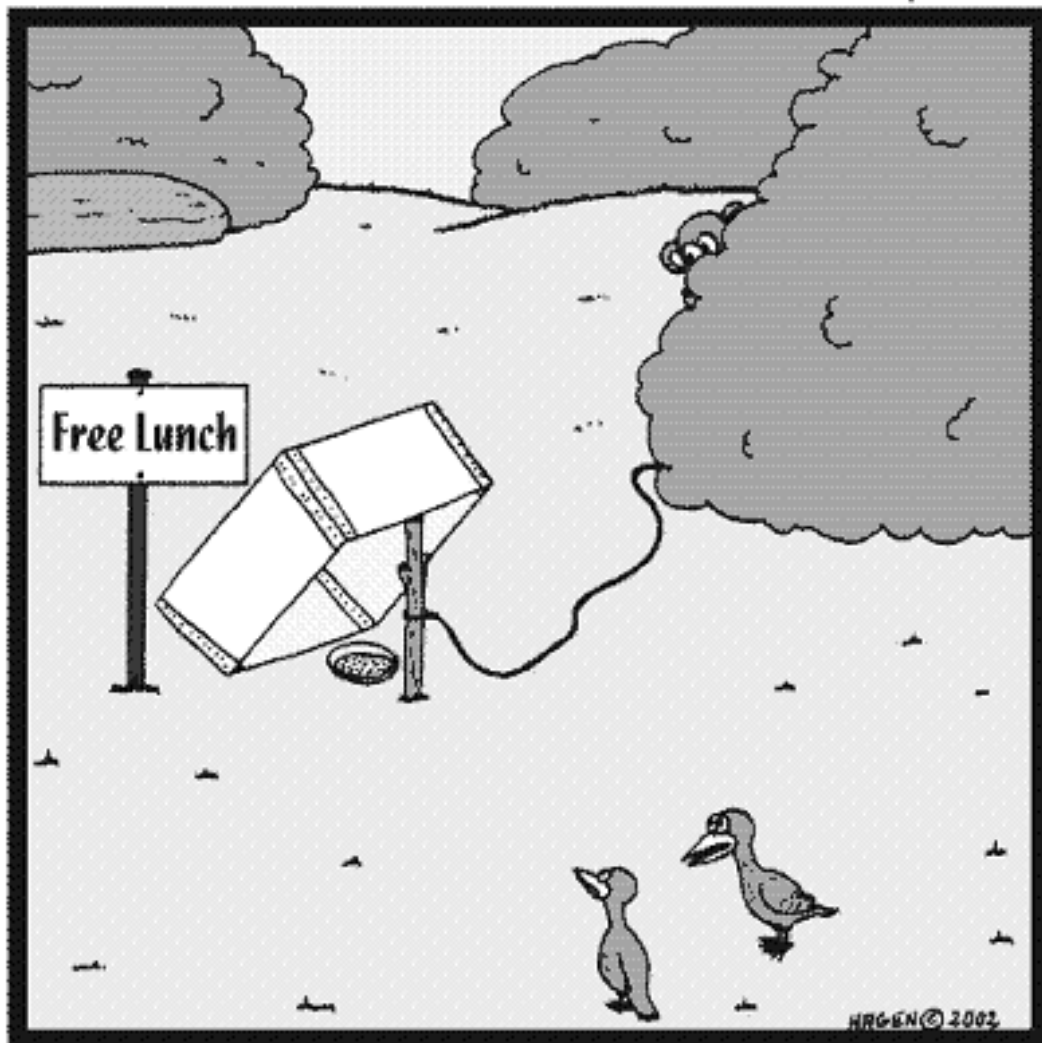
Common Concerns:

- I'm not in a position to negotiate
- I suck at negotiating
- I don't know how to start negotiating
- If I get what I want they'll resent me later
- Someone else will take the job if I don't
- Negotiating isn't worth my time
- I don't want to insult a prospective partner/employer
- I have no prior work experience to back my demands



It's a Jungle out there!

by HAGEN



I am a bit suspicious... In my experience,
there is no such thing as a "Free Lunch"...

Negotiations 101

Negotiation: a process by which people resolve differences.

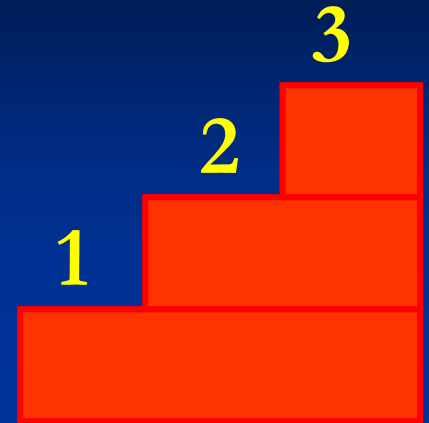
Negotiate: the act of seeking a mutual agreement



The Secret: identify the common goal and work toward a mutually agreeable solution

Negotiations 101

The Process



Phase 1: The written counter offer

Phase 2: The verbal negotiations

Phase 3: The legal/contract negotiations

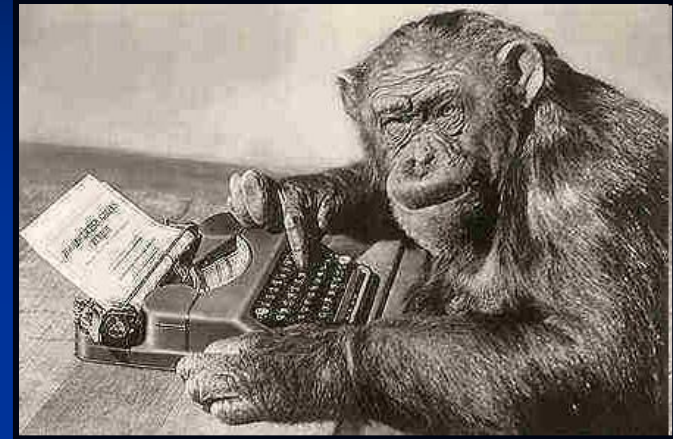
Negotiations 101

Phase 1: The Written Counter Offer

Intro paragraph to private group:

Dear Dr. Low-Ball,

I received your formal employment offer yesterday and wanted to tell you how much I appreciate the group's willingness to offer me this opportunity. After careful consideration, I have identified a few issues of concern. Because I understand the group members all have input into the hiring process, I wanted to put my concerns in writing to facilitate discussion amongst the group members. Moreover, I wanted to address these issues before your group goes through time and expense of drafting a formal employment contract. Hopefully, we can address these concerns in a mutually agreeable fashion and move forward with the hiring process as I know I could be very happy working with you.



Negotiations 101

Phase 1: The Written Counter Offer

Intro paragraph to hospital administrator:

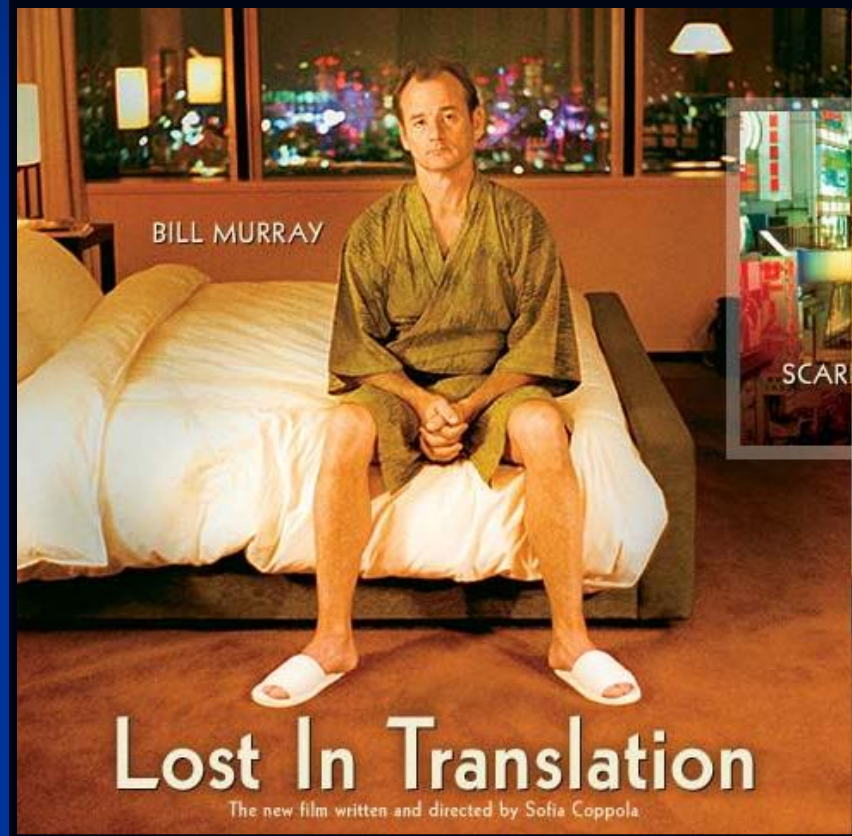
Dear Mr. Bean Counter,

I wanted to express my appreciation for offering me this unique opportunity and your demonstrated commitment to bringing an additional Physiatrist to (Fill in hospital). My interest in joining the (Fill in hospital) team and establishing my career and family in your community is genuine and strong. However, after reviewing my other offers and a great deal of consideration, I have identified some additional items that would be instrumental to my success were I to accept this position. Not having seen the official employment agreement, it is certainly possible many of these issues will be addressed there. That said, I wanted to share these concerns with you sooner rather than later so as to make clear the assurances I will need to be able to confidently decline my other outstanding offers. It is my sincere hope that we can reach a mutually acceptable agreement on the following terms so I can join your team in enhancing the rehabilitation services offered at (Fill in hospital).



Negotiations 101

Phase 1: The Written Counter Offer



Essential Translations

Negotiations 101



Phase 1: The Written Counter Offer

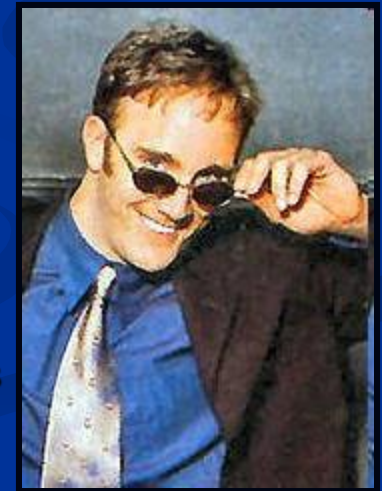
What you want to say:

“You cheap-SOB. How am I supposed to live on this? I got needs! This diamond grill and spinner rims don’t pay for themselves! SHOW ME THE MONEY!!!!”



What you should say:

“After carefully considering current MGMA salary data, my other outstanding offers as well as the intangible aspects of each job, I am requesting a revision in the salary portion of the compensation package you are offering. Specifically, I think _____/year would represent a reasonable compromise between what is currently considered fair market value and the amount of revenue I anticipate to generate for the group.



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say to a small private practice:

“You cheap-SOB. How am I supposed to live on this? I got needs! This diamond grill and spinner rims don’t pay for themselves! SHOW ME THE MONEY!!!!”



What you should say to a small private practice:

“I understand the fiscal limitations inherent in a small private practice and do not expect the group to exceed or even match my other offers. That said, of all the groups with whom I have interviewed I felt your group’s practice model is closest to what I am seeking. It is for this reason, as well as my personal comfort with each of the group’s members, that I am willing to forego the higher salaries and fringe benefits in my other offers in exchange for a reasonable compromise between what the group can reasonably afford and what is considered fair market value. Specifically I think the following represents such a compromise:”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“I’m taking a trip to Maui in a few months to party with Tyga and I also have a \$300/day crack cocaine habit I need to support so I will need a gigantic signing bonus as soon as possible.”



What you should say:

“I would also request a one time signing bonus of _____* to help cover numerous expenses I am facing between now and when I would start. Specifically, I have upcoming registration fees for part I of my board certification exam (\$1,375), travel and course registration costs for this year’s American Academy of Physical Medicine and Rehabilitation annual conference (& or AAP), as well as some other personal obligations between the current date and our agreed upon start date.”



Add an asterisks by this item and at the bottom of the page write:

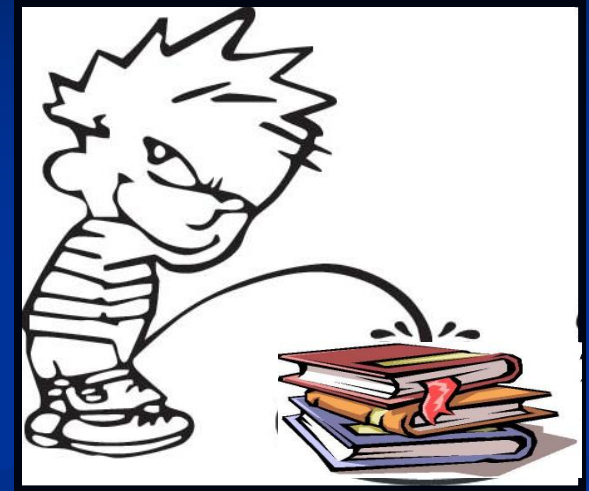
***All of these items were included in my other offer(s) from _____.**

Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

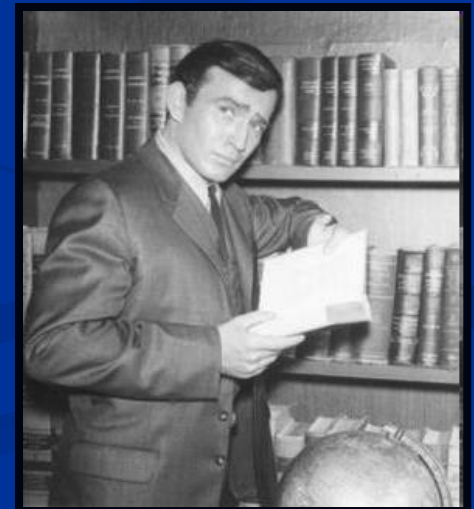
“The last thing I want to waste my money on is CME, books, and association memberships so I think you should pay for all this stuff.”



What you should say:

“I would also request the group/hospital provide the following items throughout the duration of my employment agreement to ensure that I remain at the forefront of my field and am able to deliver the absolute best care to our patients:”

- Paid annual membership dues to the following professional associations: *
 - American Academy of Physical Medicine and Rehabilitation
 - American Academy of Academic Physiatrists
 - Medical Association of whichever state the group/hospital is in
 - American College of Physicians
- 1 week of paid CME leave annually *
- \$3,000 annual reimbursement stipend for CME travel, lodging, and course registration expenses *
- \$500 annual reimbursement for textbooks/educational materials *
- Payment of all professional licenses (i.e. state medical license, DEA license, etc) *



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“I know you are a sneaky, cheap SOB who doesn’t really care about patients and won’t give me the time of day once I sign on the dotted line. So to make sure you aren’t blowing smoke now and then plan to pull the rug out from under me later, you better put the following in writing.”



What you should say:

“I was at once thrilled and humbled to learn that (fill in hospital name) offered to provide me with a “fully staffed and equipped clinic” (or whatever other vague promises they made). However, not having seen the contract, I was hoping to clarify the details of “fully staffed and equipped.” Specifically, there are a few essential items I will need to appropriately care for my patients and to generate enough revenue to earn/cover my compensation. Because these items are somewhat unique to a physiatry practice, I would ask that (fill in hospital name) commit in writing to the following items in the formal employment agreement:”

■ Power exam tables for each clinic/exam room

- These tables are essential for caring for those with mobility impairments and those who require the use of a wheelchair. They are also needed to properly position patients for both physical examinations as well as injections & electrodiagnostic studies. If (___Hospital) does not already own such tables, I would like to have input into which brand & model would be ordered.

■ 1 EMG machine with complete software package

- I will need this to perform electrodiagnostic studies & EMG-guided chemodenervation procedures (i.e. Botox, Phenol, and Myobloc injections). I would also request (___Hospital) allow me to have input into which machine (brand/model) is ordered.

■ 1 Extra-wide wheelchair scale

- Many of my patients will be unable to stand on a traditional scale



Negotiations 101

What you want to say:

“My ovaries are shriveling as we speak and I’ve put off having a family for way too long. I can already tell you’re a complete chauvinist, but I really want this job. Can I switch to part time at some point in the future?”



What you should say:

“I am seeking a full time position in the immediate future, but would like the flexibility to scale back to part time at some point in the future. Do you foresee a problem with this?”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“Pay for my oral boards”



What you should say:

“As you know, I will be eligible to sit for part two of my board certification exam after 6 months of clinical practice. Reimbursement of this exam fee has been offered by the other groups/hospitals with whom I have interviewed. Thus, I would request the group/hospital agree to reimburse this expense to facilitate my achieving board certification.”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

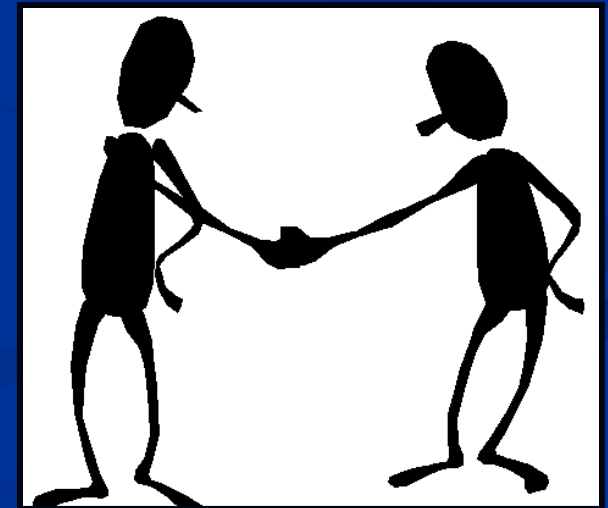
“You’re trying to screw me by capping my earning potential”



What you should say:

“In exchange for agreeing to a more modest salary than I would have with my other job offers, I am requesting that a productivity-based bonus based on net collections be included in my formal employment agreement”

Be certain to clarify in the what % of net collections you will be entitled to. Consider applying a portion of this to the buy-in.



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“I don’t trust you any further than I can throw you.”



What you should say:

“While it is certainly possible that this addressed in the formal employment agreement, I would request that the terms of the buy-in (specifically the amount or method used to calculate the amount, the time frame over which the buy in is paid, and what, if any, financing terms exist) be explicitly stated in the contract.”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“Pay for my moving expenses”



What you should say:

“Pay for my moving expenses”



Negotiations 101

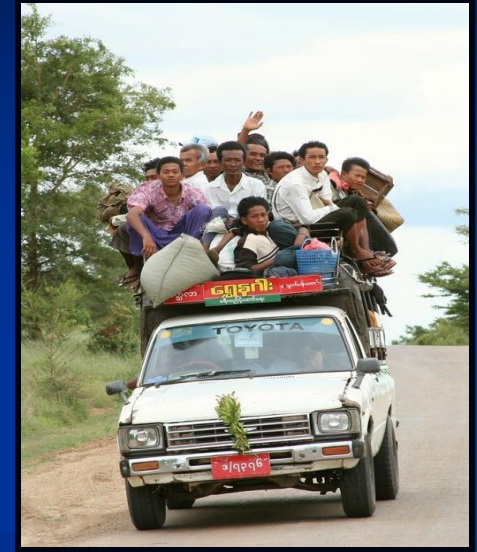
Phase 1: The Written Counter Offer

What you want to say:

“Your not paying enough for my moving expenses”

What you should say:

“I have solicited several quotes from various movers and have determined the cost of my move is substantially higher than what you have allotted in your initial compensation offer. Because my financial resources are limited with my current residency stipend, this move would actually represent a cost prohibitive step in my joining your group. Consequently, I am requesting this portion of the compensation package be adjusted to \$_____.”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“Dude, in case you didn’t notice the second-hand leisure suit I wore to the interview, I’m broke. Moreover, everything I own can fit in the back seat back seat of my ’79 AMC Gremlin. There’s no way in hell I can spend \$10K for moving expenses...I’d much rather just have the cash.”



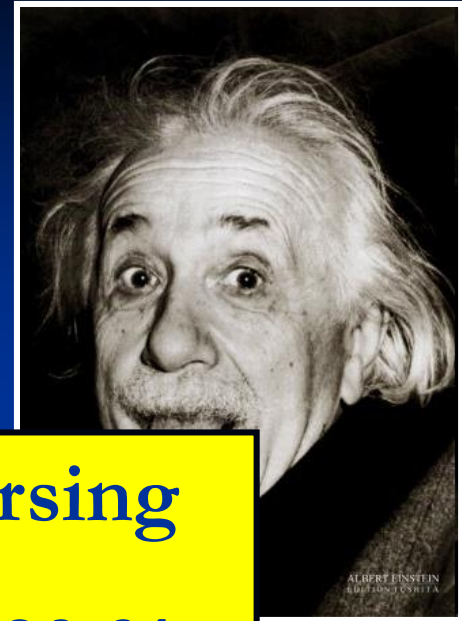
What you should say:

“In exchange for compromising on issues x, y, and z, I would request that the \$_____ you have offered to pay toward my relocation expenses instead be paid as a one-time signing bonus so that I can use the funds to address numerous academic, professional, and personal expenses I am facing between now and when I would start. ”



Negotiations 101

Phase 1: The Written Counter Offer



What you want to say:

If you want me to work for you so bad, then you can
fork over the money for my
privileges.

- **Utilize FCVS if employer reimbursing**
- **My 2009 licensure expenses: \$1,823.31**
- **Tax Deductible if not reimbursed**

What

In addition, I would also request you reimburse all expenses related to my professional licensure (i.e. state medical license, DEA license, etc) throughout the duration of my employment.



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“You’re joking, right? Dude, you better pay my malpractice or I’m going to trash your group to everyone I know and you’ll never find someone to hire.”



What you should say:

“In both my experience and that of my colleagues, it is customary for the employer to cover the malpractice insurance expenses. Moreover, every offer I have received thus far includes this in their compensation package. Consequently, I would request that this expense be incorporated into my offer.”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“I need an vacation...I don't want to start until _____.”



What you should say:

“Unfotunately, I have prior obligations that will preclude me from starting before _____.”

Repeat as many times as necessary

Repeat as many times as necessary

Repeat as many times as necessary

“ ”



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“I hate you”



What you should say:

“Thank you very much for this generous offer. As you know, I am still in the interviewing process and have a few additional interviews left. In fairness to the other groups, I would like an opportunity to meet with them and explore my remaining options before making a commitment. Thus, with your permission I would like to take some additional time to consider your offer. I anticipate I will be able to make a decision by _____. Should you need an answer any sooner, please do not hesitate to let me know.”

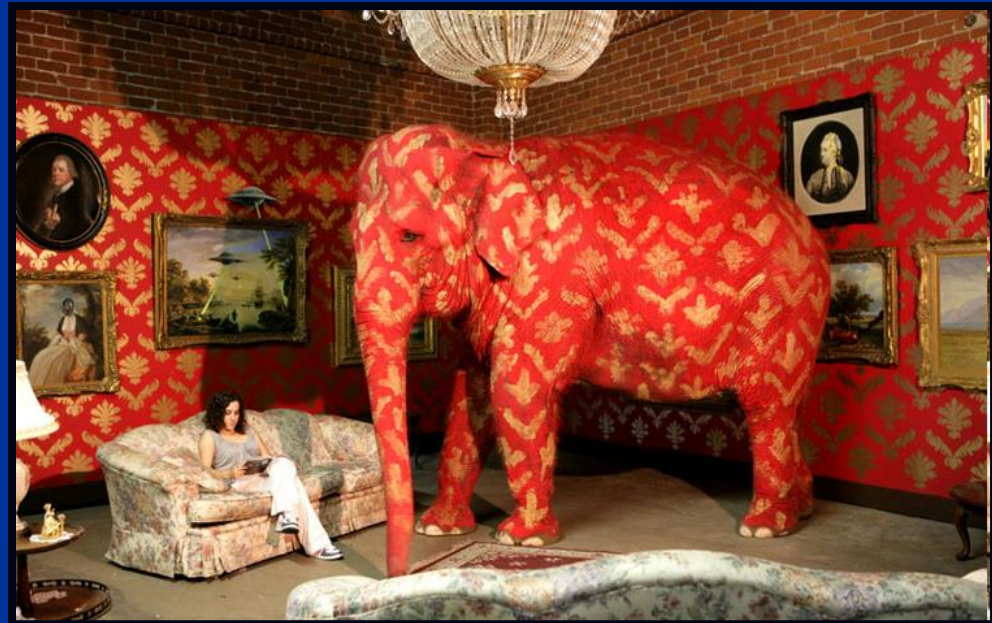


Negotiations 101

Phase 1: The Written Counter Offer

Topics to avoid:

- Tail coverage
- Non-compete/restrictive covenants
- RVU values (if applicable)
- Dispute resolution
- Terms of termination



Negotiations 101

Phase 1: The Written Counter Offer

What you want to say:

“You idiot!!! You sent me a contract instead of an offer letter—this isn’t how it is supposed to go according to Jon Myers! You’re supposed to send the contract AFTER we come to terms on the big issues...now my entire plan is screwed up!”



What you should say:

“Thank you very much for sending me a formal contract....I am genuinely interested joining your group/hospital. Because my financial resources are quite limited at this time, I would prefer to first address a few areas of concern regarding the compensation package you are offering before I go to the expense of having an attorney review the contract. Once we come to an agreement on the following issues, I will then have my attorney review things and we can move forward with this process.”



Negotiations 101

Phase 1: The Written Counter Offer

Closing paragraph:

“Thank you for considering the aforementioned items. I recognize this list is quite extensive and detailed, but I feel each item is important enough to be included in our employment agreement. My intention is that these additions will not be perceived as demanding or adversarial, but rather substantive clarifications and additions to the employment terms that will enable me to provide the highest quality care possible while ensuring my comfort in accepting your offer. If you agree, I prefer that we proceed to reach agreement on all of these issues before moving on to a draft of the formal employment agreement. I look forward to discussing these issues and any other questions or concerns that you and the (insert hospital name) team/group may have at your earliest convenience.”



Negotiations 101



The Other Alternative to a Written Counter Offer

Negotiations 101

Phase 2: The Verbal Negotiations

Rule #1: Prepare

Rule #2: Prepare

Rule #3: Prepare



Negotiations 101

Pearl #6: Think hard before you speak



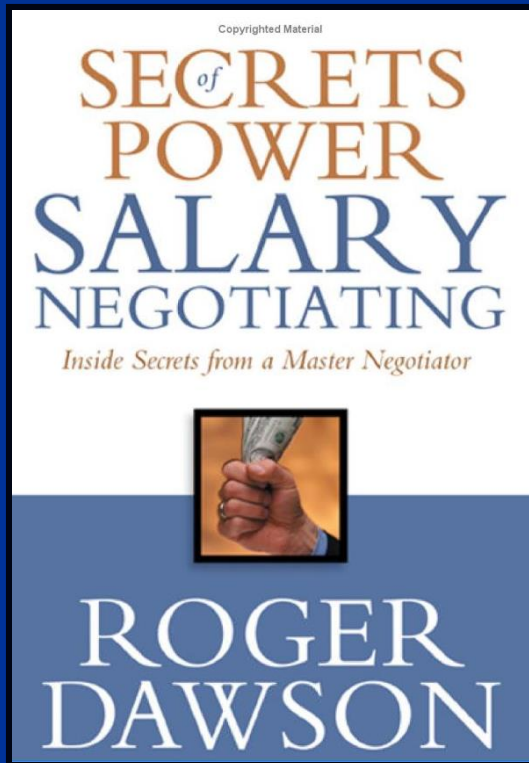
Identify the Following for each request:

- Best alternative to negotiated agreement (BATNA)
- Reservation Price
- Zone of partial agreement (ZOPA)

Negotiations 101

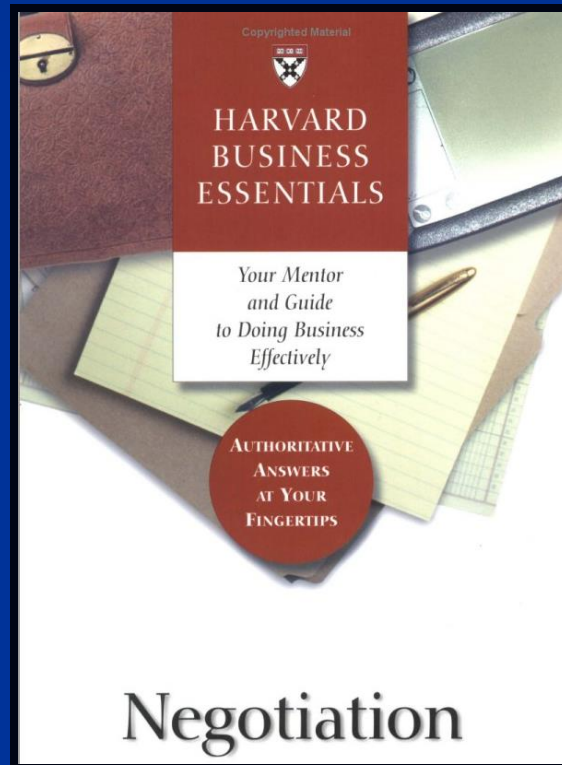
Preparation

1st



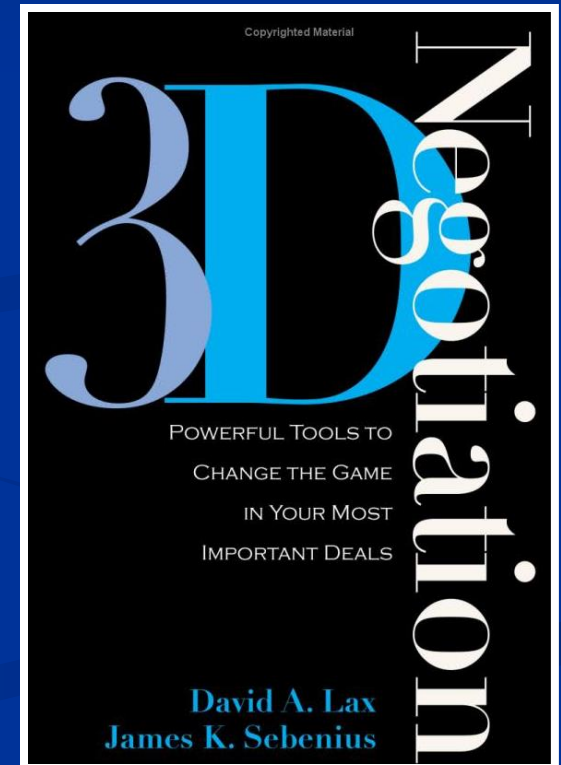
Amazon: \$5.95 – \$11.95

2nd



Amazon: \$7.98 - \$15.56

3rd



Amazon: \$4.40 - \$21.12

Negotiations 101

Phase 2: The Verbal Negotiations

Negotiation Agenda

Ice Breaker:

Please, call me Jon. I'm not much for formalities. How have you been?

Recap:

- Initially felt very mislead
- We were pessimistic that an IRU would happen
- We LOVED Boise and LOVED the job offers
- We "wrote off" Twin
- You called last week with news of IRU
- We were then skeptical Raj would come through—but he did
- So for us to come to twin, it has to "Feel" right

Praise:

- This is why I'm glad you are working directly with me on this and we don't have to speak through an intermediary
- I also value your expertise and experience in these sorts of endeavors

Create Value:

- St. Lukes getting a free IRU
 - You will be the hero of the rehab team, hospital, & community
 - New revenue stream for St. Lukes with minimal upfront investment
 - I am the main investment
- You will have an IRU that from your perspective will run on Auto-pilot
- You will have a single point person (me) to carryout the hospital's needs in this area
- Success in this area will pave the way for future donations
- Attractive recruiting tool
 - Demonstrates hospital's commitment to starting new services
 - Many docs look for rehab services

Illustrate Consequences:

- Expense of recruiting new candidate
- No guarantee you will get someone equally as qualified
- Unlikely you'll get a 2 physician couple
- May not find someone who clicks with the IRU team like I do
- Delay in hiring will delay or possibly lose IRU

Develop a Negotiation Agenda

Negotiations 101

Phase 2: The Verbal Negotiations

Develop anticipated point/counterpoints, BATNA, RP, & ZOPA for each item:

BATNA: Full time employment with Idaho PM&R with partnership @ 2 years

- Established practice with established patient & referral base
- \$130K + production (50% bonus, 50% buy in)
- Health, dental, vision
- 401K + matching
- Ownership in Riverside hospital
- Ownership in ASC
- Diagnosis specific IRU (SCI, MS, stroke)
- Moving
- Eventual profit sharing
- Mileage reimbursement
- All licenses and fees
- Start date Sept 15
- Good fit with group

Boise as BATNA:

- Larger size = more to do
- Better restaurants
- Immediate access to skiing, boating, and outdoor activities
- Proximity to mountains
- Proximity to McCall w/negligible increase to Sun Valley
- Farmer's market
- Boise state
- Airport & available flights

Clinic Needs: **Non-negotiable**

- Power exam tables for each clinic/exam room
- 1 EMG machine with complete software package
- 1 Extra-wide wheelchair scale

Vacation & IRU coverage:

- 5 weeks vacation annually [**Reservation price: 4 weeks**] [**ZOPA: 3 weeks in yr 1 & 2, then 4**]
 - *Michelle gets 5 weeks*
 - *Vacation unlimited with IPM&R*
- Guaranteed hospitalist coverage for vacation time (to be arranged by SLMV)
Non-negotiable
- Guaranteed in-house hospitalist coverage for the following:
 - 4 out of 5 weekdays between 6pm & 7am [**Reservation price: 2 nights/week**]
 - 1. *Call with IPM&R is Q2 weeks (8 partners)*
 - 4 out of every 5 weekends [**Reservation Price: 1 in 4**]
 - 1. *Weekends w/ IPM&R are 1 in 8*
 - Holidays [**Reservation Price: 1 Major holiday/year**]
 - 1. *Of the 5 holidays listed, I'd work 1 every 1.5 years with 8 partners*

Negotiations 101

Phase 2: The Verbal Negotiations

Pre-call Preparation

- Review notes
- Have log handy
- Have MGMA data handy
- Find quiet, secluded space
- Have negotiation agenda handy
- Have anticipated point/counterpoints handy



Negotiations 101

Phase 2: The Verbal Negotiations

Mental Preparation



Mindset: you are working with the other person to arrive at a common goal

Negotiations 101

Phase 2: The Verbal Negotiations

The Actual Discussion

- Relax
- Open with small talk
- Follow your agenda if possible
- Speak confidently
- Silence is your most powerful tool
- Never hesitate to say:

“that’s a valid point, I’ll need to give that some thought before I respond to that.”



If you're not willing to walk away...



FUCK IT

I'm going home.

you'll NEVER get what you want

Negotiations 101

Phase 3: The Legal / Contract Negotiations



Negotiations 101

Phase 3: The Legal /Contract Negotiations

This is where all the nitty-gritty details get addressed

- This is when you should address:
 - Signing Bonus forgiveness clause
 - Tail coverage
 - Non-compete/restrictive covenants
 - Dispute resolution
 - Terms of termination
 - Specific compensation illustration
 - RVU values (if applicable)

Negotiations 101

Phase 3: The Legal /Contract Negotiations

What you want to say:

Thanks for the signing bonus and all, but I'm not sure if my first base jump will go according to plan next week. So in case I eat dirt, I'd like to make sure you don't come after my family for this money you gave me.



What your lawyer will say:

"I would also request that the signing bonus repayment provision be waived for my client in any instance of death or permanent disability



Negotiations 101

Phase 3: The Legal /Contract Negotiations

Tail Coverage

- Varies drastically by state and even county
- Typically covered by academic institutions
- Often offered by Private Hospitals
- Rarely covered by private groups
- There is a wide ZOPA for this
 - Employer to cover if terminates without cause
 - Employer to cover if partnership not offered
 - Employer to cover if restrictive covenant enforced
 - Employer to share cost
- It doesn't have to be a deal breaker
 - Future employers may pay it
 - You can always set aside money



Negotiations 101

Phase 3: The Legal /Contract Negotiations

Non-compete / Restrictive Covenants

- Extremely common
- Not always enforceable
- Should only apply to where YOU will work
- Consider ZOPAs
 - Employer to waive if terminates without cause
 - Employer to waive if partnership not offered
 - Employer to remove certain sites
 - Employer to shorten duration (aim for 6 months)



Negotiations 101

Phase 3: The Legal /Contract Negotiations

Dispute Resolution Clauses*

- Outline how disputes will be handled during the employment term and who will pay the legal fees associated with resolving the issues
- Rare with small groups
- Common with large hospitals
- Heed your lawyer's advice here
- If signing with a large hospital, try for a binding arbitration clause



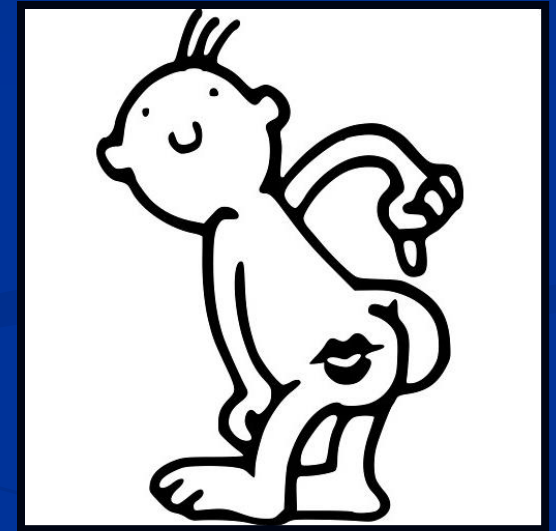
*Ask your attorney to add this

Negotiations 101

Phase 3: The Legal /Contract Negotiations

Termination Clauses

- Importance is proportional to length of employment agreement
- Make sure you can terminate “without clause”
- Hold employer accountable for all terms of agreement
- Rely on your attorney here as well



Negotiations 101

Phase 3: The Legal /Contract Negotiations

Compensation illustration:

- Should be in every contract
 - If receiving a flat salary, bonus compensation methodology should be illustrated
- Typically more complex with large hospitals
 - May need legal council if complex
- Scrutinize overhead figures carefully
 - This is often negotiable with hospitals
 - Only overhead for inpatient work should be coding & billing (approx 7%)
- Consider ZOPA for bonus compensation
 - 50% of excess revenue as bonus and 50% toward buy in
- If earnings are calculated using RVU's, keep in mind that small increases translate to BIG earnings
 - Shoot for MGMA 50th-75th percentile



Negotiations 101

Phase 3: The Legal /Contract Negotiations

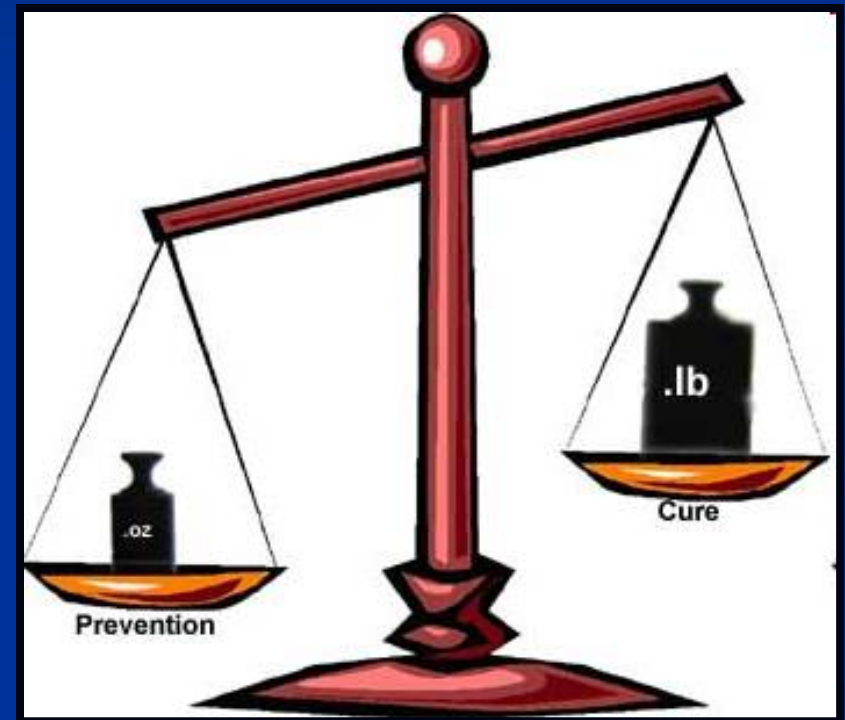
Pearl#7: Blame your lawyer



“I understand your point/position, but my attorney has strongly advised me on this matter and I must yield to his/her professional recommendation.”

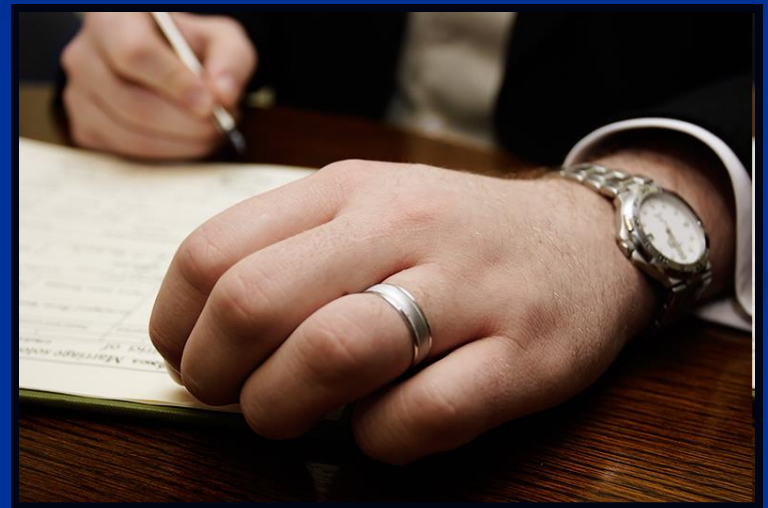
Legal Council: The Low Down

- You're a fool to not have a professional review your contract
- Attorneys, contract specialists, and others
- Price will range from \$250 to \$5,000 +



Sealing the Deal

- Print two copies of the contract
- Initial every page in blue ink
- Sign contracts in blue ink
- Mail via certified mail
- Request one original be sent back to you for your records



Repairing Cracked Foundations

- Send heart felt thank you letter to ALL involved parties.
- Send thank you letters to the jobs you turned down
- Send a letter to your new team



Celebrate





NO MATTER WHAT

You will NEVER party this hard

